

MEMORANDUM

December 6, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: RESCISSION OF APPROVAL OF REPORT AND DECISION
CHAPTER 121A APPLICATION OF COLUMBUS AVENUE
HOUSING CORPORATION

On November 7, 1968, the Authority voted to adopt a Report and Decision on the Application of Columbus Avenue Housing Corporation, for authorization and approval of a project under Chapter 121A and Chapter 652 of the Acts of 1960.

The project consists of 149 units of housing built for low-income families at 375, 405, 430 and 465 Columbus Avenue in the South End section of Boston.

The Methunion Manor Cooperative Corporation has a Purchase and Sales Agreement, with the closing in December, to purchase the HUD owned property. As successor in interest, the Limited Equity Cooperative seeks to hold this property without any of the benefits, powers, rights, restrictions or limitations imposed by MGL Chapter 121A and by St. 1960, Chapter 652.

Of the 149 units, all but 20 households have indicated a desire to join the Cooperative. These families have two years to decide if they wish to join and will continue to occupy their units. The project has a full Section 8 subsidy from HUD covering a 15 year period.

Financing of \$644,300 to cover acquisition and rehabilitation is being provided by HUD. HUD has also come to agreement with the State Revenue Department and the City of Boston to pay \$656,000 to cover back taxes.

In the opinion of the Chief General Counsel, this matter does not require a public hearing.

An appropriate vote follows:

VOTED: That the document presented at this meeting entitled "Rescission of the Boston Redevelopment Authority's approval of the Report and Decision on the Application by Columbus Avenue Housing Corporation and consent to the formation of Columbus Avenue Housing Corporation under Chapter 121A and Chapter 652 of the Acts of 1960", is hereby approved and voted.

"RESCISSION OF THE BOSTON REDEVELOPMENT AUTHORITY APPROVAL OF THE REPORT AND DECISION ON THE APPLICATION OF COLUMBUS AVENUE HOUSING CORPORATION AND CONSENT TO FORMATION OF COLUMBUS AVENUE HOUSING CORPORATION UNDER CHAPTER 121A, G.L. AND CHAPTER 652 OF THE ACTS OF 1960."

On November 7, 1968, the Authority voted to adopt a Report and Decision on the application of Columbus Avenue Housing Corporation for authorization and approval under Chapter 121A and Chapter 652 of the Acts of 1960.

The project consists of 149 units of housing built for low-income families at 375, 405, 430 and 465 Columbus Avenue in the South End section of Boston.

The Housing and Urban Development Department has been in possession of the property since 1975 and accepted a deed in lieu of foreclosure in 1983 from the owners.

The Methunion Manor Cooperative Corporation has signed a Purchase and Sales Agreement with HUD (Attachment A). As the successor in interest to Columbus Avenue Housing Corporation, the Cooperative seeks Rescission of the 121A designation under Section 16A as it feels the designation is no longer beneficial to the project.

HUD has agreed to sell the project to this Limited Equity Cooperative for \$12,071. The National Consumers Cooperative Bank, Washington, D.C. (Attachment B) has provided a \$644,300 loan to finance the acquisition and repairs. The residents have contributed \$137,140 in equity with down payments ranging from \$750 for one bedroom to \$1,080 for four bedrooms. HUD will provide a project based Section 8 subsidy for 15 years which will restrict the monthly charge to residents to 30 percent of their income (Attachment C).

Every member household will receive shares in the (Cooperative (Attachment C). All but 20 families have joined the Cooperative. These families will have two years to decide if they wish to join, if they still decline, they will be given moving and relocation expenses under HUD regulations.

An outstanding bill on the project for \$1.7 in unpaid taxes has been settled by an agreement between HUD and the State Revenue Department for \$610,000 plus a payment of \$46,000 for calendar year 1984 (Attachment D). The agreement has been assented to by the Commissioner of Assessing.

The Authority finds that the grant of this Rescission will be in the best interests of the public as it will allow the project to continue to be inhabited by low-income families in need of housing for which purpose this project was first built. This Rescission will allow Methunion Manor Cooperative Corporation to hold this property without any of the benefits, powers, rights, restrictions or limitations imposed by MGL Chapter 121A and by St. 1960, Chapter 652.

METHUNION MANOR COOPERATIVE CORPORATION

Clerk's Certificate

I, JUANITA LEWIS, hereby certify that:

1. I am the duly appointed Clerk of Methunion Manor Cooperative Corporation (the "Corporation") and that, as such, I am authorized to execute this Certificate on behalf of the Corporation;
2. Mary A. Manuel and Adrian DuCille are the duly appointed President and Vice President, respectively, of the Corporation as of the date hereof;
3. The votes attached hereto as Exhibit A were duly adopted by vote of the Board of Directors of the Corporation in accordance with law and the by-laws of the Corporation on November 20, 1984, and such votes have not been rescinded or amended and are in full effect on the date of this Certificate.

EXECUTED this 29th day of November, 1984.

Juanita Lewis
JUANITA LEWIS, Clerk

EXHIBIT A

METHUNION MANOR COOPERATIVE CORPORATION

- VOTED: That the Corporation acquire from the United States Department of Housing and Urban Development ("HUD") premises located at 375, 405, 430, and 465 Columbus Avenue, Boston, Massachusetts ("Premises"), for a purchase price of Twelve Thousand Seventy-One and 00/100 (\$12,071.00) Dollars and upon the terms and conditions set forth in a Contract of Sale and Purchase (All Cash) between HUD, as Seller, and the Corporation, as Purchaser, in the form presented to and approved at this meeting, with such modifications and amendments thereof as Mary Manuel, President, Adrian duCille, Vice President, or either of them, may deem necessary or appropriate on behalf of the Corporation.
- VOTED: That the Corporation apply to the Boston Redevelopment Authority for permission to amend and rescind the M.G.L. Chapter 121A designation of its predecessor in title so as to allow the Corporation to acquire and hold the Premises free from the power, rights and restrictions of said Chapter 121A.
- VOTED: That the Corporation enter into a Housing Assistance Payments Contract with HUD for the provision of rental assistance to the cooperative tenant shareholders pursuant to Section 8 of the United States Housing Act of 1937, as amended.
- VOTED: That the Corporation grant a right of first refusal with respect to the conveyance of the premises to Episcopal City Mission ("ECM") to ensure that the premises, and any profit derived from the conveyance thereof, be dedicated to the provision of housing for low and moderate income persons in the South End of the City of Boston.
- VOTED: That the Corporation obtain a loan in the amount of Six Hundred Forty-Four Thousand Three Hundred and 00/100 (\$644,300.00) Dollars from the National Consumer Cooperative Bank ("Bank") for the financing of the acquisition and rehabilitation of the premises in accordance with the Bank's commitment to the Corporation dated September 10, 1984, as modified by the Cooperative's letter to the Bank dated September 19, 1984, and on such other terms and conditions as may be approved by said Mary Manuel, Adrian duCille, or either of them, on behalf of the Corporation.
- VOTED: That the Corporation enter into a Management Agreement with Independent Managers, Inc. for the management of the Premises after the acquisition thereof by the Corporation.

VOTED: That the Corporation enter into contracts for the rehabilitation of the Premises, including a contract for architectural services with Eisenberg Haven Associates, Inc., and a contract for construction management services with Quincy Associates.

VOTED: That Mary Manuel, President, Adrian duCille, Vice President, Charles Turner, Treasurer and Juanita Lewis, Clerk, or any one or more of them, be and hereby are authorized in the name and on behalf of the Corporation, to execute and deliver (a) to HUD, a Contract of Sale and Purchase and Housing Assistance Payments Contract; (b) to ECM, a Grant of Right of First Refusal with respect to the conveyance of the Premises; (c) to the Bank, a \$644,300 Promissory Note, Mortgage and Security Agreement, Loan Agreement, Regulatory Agreement, Stock Subscription Agreement, Conditional Assignment of Leases and Rents, Conditional Assignment of Contracts, and UCC-1 Financing Statements; (d) to Independent Managers, Inc., a Management Agreement; (e) to Eisenberg Haven Associates, Inc., an Architect's Contract; (f) to Quincy Associates, a Construction Manager's Contract; and, (g) such other documents, instruments, and agreements as they or any one of them may deem necessary or appropriate to accomplish all of the foregoing, the execution thereof by Mary Manuel, President, Adrian duCille, Vice-President, or either of them, to be conclusive evidence of such determination.

TO: Bill McGrath, 121A Coordinator
FROM: Joan Smith *JS*
DATE: December 3, 1984
RE: Methunion Conversion to Coop- Relocation

The Methunion proposal meets HUD requirements- as well as the intent of State regulations applicable in displacement.

First, all residents were potentially eligible, and offered, a unit and membership in the cooperative. This basically satisfies the public requirement of offering a displacee a comparable suitable unit. Since those on subsidy would continue on subsidy there would be no difference in costs.

Secondly, provision was made for all who so needed to borrow funds for the modest down payment. Those not expecting to stay did not.

Third, although up to twenty may leave after two years (very adequate notice of displacement), some may opt to remain and join. This includes some currently in arrears who could pay up and some with Section 8 Certificates Existing (independent of the building) who could remain as tenants.

Finally, Federal and State regs aknowledge the right of owners to evict for various legal grounds, including rent arrearages, there no special protection mandated for those.

The plan has been put together carefully, with an eye to aiding all to stay, and a commitment to assisting those twenty or less who may have to go. It therefore meets Chapter 79A relocation requirements.

§ 16A. Successor in interest to corporation; options; filing of certificate

If an action is brought or if proceedings are undertaken for the foreclosure of a mortgage or lien upon a project or upon any severable portion thereof, or for the termination of the corporation's leasehold or other interest in the same, or if in order to avert such action or such proceedings the corporation shall make a conveyance or otherwise release or quitclaim its interests in the same, the successor in interest thereto, including the federal government or any instrumentality thereof, shall, upon its acquisition of the project or severable portion thereof, have the option of (1) holding the same subject to all the provisions of this chapter and having all of the powers, rights, privileges, benefits and exemptions set forth in this chapter; or (2) conveying or

otherwise releasing its interest to a purchaser who agrees as part of the terms of conveyance or release to hold the same subject to all of the provisions of this chapter and who shall thereby have all of the powers, rights, privileges, benefits and exemptions set forth in this chapter; or (3) in the case of organization subject to the supervision of either the commissioner of banks or of the commissioner of insurance, with the prior written approval of the commissioner exercising supervision, and in the case of a corporation organized under this chapter or any other successor in interest, with the prior written approval of the housing board, (a) Holding the project or severable portion thereof so acquired free from all restrictions and limitations imposed by this chapter and without any of the powers, rights, privileges, benefits and exemptions thereby conferred, or (b) Conveying or otherwise releasing its interest in the project or a severable portion thereof to a purchaser to be held by such purchaser free of all restrictions and limitations imposed by this chapter, and without any of the powers, rights, privileges, benefits and exemptions thereby conferred; provided, however, that whenever any successor in interest or purchaser therefrom holds the project or severable portion thereof subject to all the provisions of this chapter and having all the rights, powers, privileges, benefits and exemptions set forth in the chapter, the periods of forty years set forth in sections ten and sixteen of this chapter shall be computed from the date of organization of the corporation which initiated the project, regardless of any default upon the part of such corporation.

Whenever any such successor in interest or purchaser therefrom shall exercise any option under this section it shall file with the housing board or with the commissioner exercising supervision, as the case may be, such certificate as may be required by the housing board or the commissioner. Any such option may be exercised at any time within one year from the date of acquisition of interest and until such certificate shall have been filed the project or portion thereof shall be held subject to all of the provisions of this chapter and the successor in interest shall have all of the powers, rights, privileges, benefits and exemptions thereby conferred.

Added by St.1953, c. 647, § 5.

APPLICATION TO AMEND AND RESCIND THE
AUTHORIZATION AND APPROVAL OF A PROJECT
UNDER CHAPTER 121A OF THE GENERAL LAWS
OF THE COMMONWEALTH OF MASSACHUSETTS

By this application, the undersigned, Methunion Manor Cooperative Corporation (the "Applicant"), a cooperatiave housing corporation organized pursuant to Chapter 157B of the Massachusetts General Laws, hereby applies to the Boston Redevelopment Authority (the "Authority"), pursuant to the provisions of Chapter 121A, Section 16A, of the Massachusetts General Laws, as amended ("Chapter 121A"), for permission to hold the Project (hereinafter defined) free from all restrictions and limitations imposed by Chapter 121A and without any of the power, rights, privileges, benefits and exemptions thereby conferred.

The Applicant is in the process of purchasing certain property known as Methunion Manor from the United States Department of Housing and Urban Development (HUD), for operation as limited-equity cooperative housing for lower income families. The property is located at 375, 405, 430, and 465 Columbus Avenue, Boston, Massachusetts, and contains 149 residential units (the "Project"). The Project was originally constructed in 1971 by the non-profit Columbus Avenue Housing Corporation (CAHC), with below-market interest rate financing under Section 221(d)(3) of the National Housing Act.

HUD has been in possession of the Project since 1975, when CAHC defaulted on its insured mortgage. HUD accepted a deed in lieu of foreclosure from CAHC in December of 1983. The tenants of the Project have been working for ten years to achieve resident ownership on terms that would preserve the development as affordable housing, with assistance and support from the Massachusetts Community Economic Development Assistance Corporation (CEDAC), the Neighborhood Development and Employment Agency of the City of Boston (NDEA), and the Boston Committee, among others.

The Applicant has signed a Purchase and Sale Agreement with HUD to acquire the Project on favorable terms, for a total purchase price of \$12,071 (see Tab A). The National Consumer Cooperative Bank has provided a mortgage loan commitment for \$644,300 to finance the acquisition and rehabilitation of the Project (see Tab B). The residents have contributed \$137,110 in equity, with downpayments ranging from \$750 for a one bedroom unit to \$1,080 for a four bedroom unit (the equivalent of two months' market rent). Since HUD will provide a project-based Section 8 subsidy for 15 years for all of the units, the monthly charge paid by residents will be limited to 30% of income.

The Applicant will be owned and controlled by the residents of Methunion Manor who are its sole members (see Tab C). In exchange for its subscription fee, each member household will

receive shares of stock in the corporation and a proprietary lease for its unit. All but 20 families currently in occupancy of the Project have joined the cooperative corporation. Under the terms of the Purchase and Sale Agreement with HUD, the remaining residents of the Project will have two years to decide whether they wish to become cooperative members, and will receive moving expenses and other relocation benefits required by HUD's property disposition regulations if they are then asked to move. Downpayment loan assistance is available to tenants through a loan fund provided by The Episcopal City Mission.

To ensure that the Project will continue to be available to house lower income families, the transfer value of departing members' equity shares will be limited to their initial subscription fee indexed to the cost of living, plus one-half the value of improvements made to the unit. Pursuant to restrictions in the deed to be tendered by HUD, the Applicant will be obligated to maintain the Project as rental or cooperative housing for 30 years, and to seek additional rental subsidy when the Section 8 contract expires. Finally, the Applicant is granting a right of first refusal to The Episcopal City Mission, a charitable corporation, to purchase the Project for the aggregate transfer value of member shares to ensure that any appreciation from the Project will be dedicated to the provision of low-income housing in the South End district of the City of Boston.

HUD, the Massachusetts Commissioner of Revenue, and the City's Commissioner of Assessing have signed an agreement settling past tax liabilities due under Chapter 121A (see Tab D). This settlement includes the payment of estimated taxes under Chapter 121A through calendar year 1984. The closing of the conveyance of the Project by HUD to the Applicant and of the finding of the National Consumer Cooperative Bank Mortgage loan is scheduled to occur no later than December 3, 1984. All past tax liabilities, as well as the estimated Chapter 121A tax payment for calendar year 1984, will be paid in full by HUD prior to closing.

As the successor in interest to the Project, the Applicant now seeks the Authority's permission to take and hold the Project free of the provisions of Chapter 121A, which, due to changes associated with Proposition 2½ and the Project's new ownership and financing arrangements, are no longer beneficial to the Applicant. In order to return the property to the assessed tax rolls under Chapter 59 of the General Laws for Fiscal Year 1986, it is our understanding that the Project's status under Chapter 121A must be terminated by December 31, 1984. Therefore, we would very much appreciate your expediting this request.

Very truly yours,

METHUNION MANOR COOPERATIVE
CORPORATION

By: Adrian E. DuCille
Adrian DuCille, Vice President

METHUNION MANOR
PROJECT NO. 023-55092
BOSTON, MASSACHUSETTS

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROPERTY DISPOSITION PROGRAM

CONTRACT OF SALE AND PURCHASE (ALL CASH)

THIS INDENTURE, executed by the Purchaser this _____ day of September, 1984, by and between the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, hereinafter referred to as the Seller, and Methunion Manor Cooperative Corporation, a corporation organized under Chapters 156B and 157B of the Massachusetts General Laws hereinafter referred to as the Purchaser.

WITNESSETH:

1. PROPERTY DESCRIPTION

Under the terms and conditions hereinafter set out, the Seller agrees to sell and the Purchaser agrees to purchase the property situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, and more particularly described on the attached Exhibit "A".

Subject to easements, restrictions, covenants and reservations of record, except as provided in paragraph 5.

Together with the appurtenances and all articles of personal property and supplies owned by the Seller and used in connection with the operation of the property which may be located on the premises at the time of closing.

2. PURCHASE PRICE AND CLOSING EXPENSE

(a) The agreed purchase price of said property is \$12,071.00 (Twelve Thousand Seventy-One and No/100 Dollar), to be paid at closing.

(b) (i) Purchaser must provide to Seller's satisfaction at or before closing, evidence of availability of funds to complete repairs or (ii) Purchaser must include the Seller as a beneficiary under the letter of credit posted by the Purchaser's contractor to assure the completion of rehabilitation. The letter of credit must be approved by the Seller, must be in an amount of at least \$521,735.00, must be unconditional and irrevocable, and must be drawable at least until three months after the period required to complete the rehabilitation as set forth in paragraph 15 herein. The letter of credit must run to the Seller.

(c) Purchaser shall pay closing expenses including state or federal revenue, deed, or documentary stamp taxes, recording fees and any legal or title expense in connection with such continuation of or examination of title as may be required by the Purchaser.

3. PRORATION AND CUT-OFF DATE

(a) The close of business on the day this sale is closed is hereinafter referred to as the cut-off date. Taxes, ground rents, sewer and water charges, garbage removal charges and all other operating expenses and operating income including rents shall be prorated between the Purchaser and the Seller as of the cut-off date. (As a condition of membership in the cooperative, the tenants who occupied the project prior to closing shall pay any rent arrearages for their units to Purchaser.) Casualty and surety coverages now carried by the Seller shall be cancelled as of the cut-off date.

(b) All rents due and unpaid at the cut-off date shall be assigned to the Purchaser and all rents due after the cut-off date which have been collected by the Seller shall be paid over to the Purchaser. Applicable subsidy payments for units meeting Housing Quality Standards shall commence as of the cut-off date. All real property taxes and like charges against the property, including any improvement assessment

installments (with interest), sewer and water charges, garbage removal charges and ground rents, and all other operating expenses due and payable on or before the cut-off date shall be paid by the Seller. The Purchaser shall pay and bear the expense of all improvement assessment installments (including interest) becoming due and payable after the cut-off date, and shall pay all real property taxes and such like charges accruing after the cut-off date; subject to the prorations of paragraph (a).

(c) In addition to the purchase price, Purchaser will deposit with the Seller at closing \$3,400.00 in cash to be used as an escrow for sums estimated to be due the Seller. Prorations are to be computed by Seller pursuant to the Collateral Agreement set forth in paragraph 3(d) herein. Any money due Seller, pursuant to said prorations, will be paid out of this escrow and Purchaser will be billed by Seller for any additional sums due. If money is due and owing to the Purchaser, pursuant to said prorations, part or all of the escrow will be returned to Purchaser and any additional sum due Purchaser will be refunded by the Seller, as appropriate. Should the escrow be insufficient to pay sums due Seller, Purchaser will remit the necessary funds after a bill is sent by the Seller.

(d) It is understood and agreed that the prorations provided for herein will not be consummated before the closing of the sale, but that the same shall be held open for subsequent adjustment by a Collateral Agreement to be executed at closing by the Seller and the Purchaser.

4. FORM OF CONVEYANCE AND TRANSFER OF TITLE AND POSSESSION

The form of conveyance shall be a special warranty deed in the form customarily used in the jurisdiction in which the property is located and in which the Seller warrants to defend title to the property against the lawful claims of all persons claiming by, from, through or under the grantor herein. Transfer of title and possession shall become effective midnight the date of closing. The deed shall be substantially in the form attached hereto as Exhibit "B".

5. INSPECTION, OBJECTIONS TO TITLE AND RIGHTS OF RESCISSION

The Seller agrees to accord the Purchaser the privileges of inspecting such books, records, leases and title papers (including leases and rent rolls, to the extent disclosure is allowable under law) in his possession pertaining to the property herein described as may be desired by the Purchaser. The Purchaser shall obtain a title insurance binder promptly upon execution of this Contract, and shall have fourteen days from the issuance of such binder (or such extension thereof as may be agreed to in writing) within which to notify the Seller of any objection to title; and, if no objection is made within such period, the Purchaser agrees to accept the title in its present condition. If any defect in title appears, subsequent to said fourteen days or from such prior date Purchaser notifies Seller of title defects, that would render the property unmarketable, and that cannot be cured within a reasonable time, or Seller is unable or unwilling to cure the defect, the Purchaser shall have the right to terminate this contract and, in the event of such title defect, the Seller reserves the right to rescind this agreement, which shall release the Seller from any and all claims of the Purchaser arising hereunder. If Seller elects to cure any such defect, the time specified in paragraph 7 shall be tolled during the period such cure is being effected.

6. RISK OF LOSS, RIGHTS OF RESCISSION AND NATURE OF REPRESENTATION

Seller makes no representations or warranties as to the physical condition of the property to be conveyed or any other factor bearing upon valuation of said property. Purchaser understands that the project is not currently in compliance with Section 8 Housing Quality Standards. The Purchaser agrees to accept said property in its present condition.

Prior to the closing of the sale, the Seller assumes the risk of loss from damage to the property by any cause (including but not limited to fire, flood, earthquake, tornado and vandalism) other than willful acts or neglect of the Purchaser, and in the event of such damage will provide for the restoration of the property to a condition as good as prior thereto, except that if such damage is so extensive that the Seller is unwilling so to restore the property, the Seller may rescind this contract of sale and return to the Purchaser all moneys deposited herewith, and the giving of the notice of rescission and the return of such moneys, or the tender thereof, shall release the Seller from any and all claims arising from this transaction.

7. TIME IS OF THE ESSENCE, LIQUIDATED DAMAGES AND EXTENSIONS

Time is of the essence of this contract. The sale shall be closed within 60 days following the execution hereof by the Seller at the offices of the Seller, or at such other time and place as may be agreed on by the parties in writing.

Extensions of time to close the sale are entirely within the Seller's discretion. Any extensions, if granted, will be on the following conditions:

(a) A written request for any extension must be received by the Seller, at its office where the closing is to be held, two (2) days before the expiration of the 60 day period or any extended period and must be accompanied by the required extension fee.

The request must state the reason for the Purchaser's inability to close the sale within the initial 60 day period or any extended period.

(b) Extensions may be for a period up to 30 days.

(c) For all extensions there will be an extension fee based on four (4%) percent of the purchase price for a 30 day period. If purchased by cooperative, the 30 day extension fee will be \$25.00 per unit.

(d) Extension fees shall be retained by the Seller and will not be credited to the amount due at closing, unless the Purchaser closes prior to the expiration of an extension period. Then the prorated amount of the extension fee, for the unused portion of the extension, will be credited toward the amount due at closing.

(e) In the event the Purchaser fails to close the sale prior to the expiration of the 60 day period or any extension agreed to by the Seller, all sums paid by the Purchaser herewith and all extension fees shall be retained as liquidated damages.

(f) The granting of one or more extensions shall not obligate the Seller to grant additional extensions, and the Seller shall declare a default for the Purchaser's failure to close the sale upon the expiration of the original 60 day period or upon expiration of any extension thereof.

8. PURCHASER'S RESTRICTIONS

No member of Congress or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. RESTRICTIONS ON ASSIGNMENT OF CONTRACT

This contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, but shall not be assignable without the written consent of the Seller. Seller has 30 days in which to act upon any such request. Should less than 30 days remain prior to the end of the 30 day period, or any extended period when such request is received by the Seller, Purchaser must also submit the appropriate request for an extension and extension fee. The granting of any such extension is discretionary with the Seller.

10. MANAGEMENT

(a) The Seller shall continue to manage and operate the property until the sale to the Purchaser has been closed. At the cut-off date, the manager shall be directed to turn over its records concerning the project to the Purchaser.

(b) The management contract to be entered into by the Purchaser for the management of the property shall be approved by the Seller before the sale is closed.

11. FORMS

All Forms referred to herein shall be the standard HUD forms prepared by the Seller and in use at the time the sale is closed. The forms shall be completed, executed and filed in the number of copies and in such manner as the Seller shall prescribe.

12. SECTION 8 REQUIREMENTS

The Deed from the Seller (Grantor) to the Purchaser (Grantee), which shall be executed by the Seller, shall include the following language:

The Grantee, for itself, its successors and assigns, covenants with the Grantor, its successors and assigns and third-party beneficiaries, that certain restrictive covenants are applicable to the property conveyed, and it is the intention of the parties that these covenants will run with the land. The purpose of these covenants is to implement the provisions of Section 204 of the Housing and Community Development Amendments of 1978.

The Grantee, for itself, its successors and assigns, agrees not to refuse unreasonably to lease a vacant dwelling unit, or otherwise discriminate in the terms of tenancy because such person is the holder of a Certificate of Family Participation under Section 8 of the United States Housing Act of 1937 (42 USC 1437f), or any successor legislation (hereinafter referred to as Section 8); Provided, that this provision is limited to those units which rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by the Grantor.

These covenants and agreements shall bind the Grantee, its successors and assigns, for a period of thirty (30) years from the date of this Deed. In the event of a breach or a threatened breach of any of these covenants and agreements, the Grantor, its successors and assigns and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which are violative of such covenants and agreements. For the purposes of these covenants, a third-party beneficiary shall be any person who holds a Certificate of Family Participation under the aforesaid Section 8 of the Housing Act of 1937.

13. HOUSING ASSISTANCE PAYMENTS CONTRACT

Purchaser and Seller will execute a Housing Assistance Payments Contract, in the form attached hereto, on or before the day of closing.

14. USE RESTRICTIONS

The Deed to be approved and executed by the Grantor, shall include the following restriction:

The Grantee agrees that the building located on the property described herein must be owned and operated as either (i) rental housing or (ii) cooperative housing on a not-for-profit basis by a cooperative corporation organized under Chapter 157B of the Massachusetts General Laws, or successor legislation, for a period of fifteen years after the date of this Deed, and the Grantee shall not market any units for any other purposes without the Grantor's prior written approval during that period.

In the event of an assignment, sale or other disposition of the project (including, but not limited to foreclosure, deed in lieu of foreclosure, or assignment of the project mortgage) any successor in interest to the Grantee shall not during that period market any unit for any purpose other than rental or cooperative housing for low and moderate income persons consistent with the Section 8 Requirements covenant in the Deed without the Grantee's prior written approval. Thereafter for the next fifteen (15) years the Grantee further agrees that the property described herein shall be operated as rental or cooperative housing and that the Grantee, its successors or assigns, shall not market any units for any other purpose without the Grantor's prior written approval during that period.

It is expressly agreed that this covenant shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the Grantor and by his successors in office.

The Grantor and his successors in office shall be entitled to (a) institute legal action to enforce performance and observance of, (b) enjoin any acts which are violative of, and (c) exercise any other legal or equitable right or remedy with respect to this covenant, provided, however, that breach shall not result in forfeiture of title.

15. REHABILITATION

The Deed to be approved and executed by the Grantor will include the following:

The Grantee agrees to rehabilitate the project within eighteen (18) months from the date of this Deed in accordance with all applicable local codes and Section 8 Housing Quality Standards pursuant to 24 CFR Part 886, Subpart C.

It is expressly agreed that this covenant shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the Grantor and by his successors in office.

The Grantor and his successors in office shall be entitled to (a) institute legal action to enforce performance and observance of, (b) enjoin any acts which are violative of, and (c) exercise any other legal or equitable right or remedy with respect to this covenant, including the right to enter and terminate the estate hereby conveyed (see Rider). Said right of termination and entry shall cease on the date upon which Grantor provides Grantee, or its successors or assigns with written notification that rehabilitation of the project has been completed in accordance with the above-referenced standards.

16. LEASES AND SECURITY DEPOSITS

All existing leases and security deposits shall be assigned to the Purchaser at the cut-off date.

17. PROVISIONS REGARDING COOPERATIVE OWNERSHIP

(a) By the date of closing specified in paragraph 7 of this Contract, the Purchaser shall have taken the following steps.

(1) Organization of the cooperative.

The Purchaser shall have organized a cooperative housing corporation duly qualified to do business in the Commonwealth of Massachusetts, and possessing the power necessary for and incidental to the purpose of providing housing on a cooperative basis, and which shall have prepared a grant of a right of first refusal to Episcopal City Mission ("ECM"), a Massachusetts charitable corporation, which would enable ECM to purchase and operate the property or to sell the property and use the net proceeds thereof for the purpose of providing low and moderate income housing in the South End of Boston, thereby limiting the proceeds of the dissolution of the cooperative corporation to the approved transfer value of shares at the time of the sale thereof. The Articles of Incorporation of the cooperative and all other sales and organizational documents shall follow the FHA model forms with such modifications as may be needed to conform to the Massachusetts statutes and procedures. All substantial changes and modifications must be approved by the Seller.

The Deed from the Seller shall contain the following covenants and provide that they shall run with the land hereby conveyed and to the fullest extent in law and equity, shall be binding for the benefit and favor of and enforceable by the Grantor, his successors in office and families eligible for Housing Assistance Payments pursuant to Section 8 of the United States Housing Act of 1937 and any successor legislation.

(i) So long as Housing Assistance Payments are available to eligible families pursuant to Section 8 of the United States Housing Act of 1937 (42 USC 1437f) or any successor legislation, (1) membership certificates in the cooperative shall be transferred solely to Section 8 eligible families who shall occupy a unit within the project. (2) The Transfer Value of a membership certificate shall be determined by adding to the sum paid for membership as shown on the books of the corporation (hereinafter called the "downpayment") adjusted in proportion to increases or decreases in the U.S. Consumer Price Index applicable to the City of Boston, Massachusetts (or future analogous index) adjusted quarterly on the first day of January, April, July and October, the undepreciated aggregate value not to exceed \$500 per resident of fifty percent (50%) of the value of capital improvements made by residents of the apartment with the prior written approval of the corporation and with the value of the improvements determined solely by the corporation at the time they are made. In no event shall the Transfer Value exceed three times the amount of the downpayment without the prior written consent of the Grantor, or successor agency. (3) Neither the member

desiring to leave the project nor the Board of Directors shall sell a membership in the cooperative for more than the Transfer Value although the Board of Directors may charge a reasonable fee to compensate the corporation for processing the transfer of the membership. (4) A list (i.e., waiting list) shall be maintained by the corporation of families seeking to purchase membership certificates and occupy a unit within the project. (5) Units of appropriate size, as they become available, shall be offered to families in the order which the families appear on the waiting list and (6) The Board of Directors shall have an option for at least 60 days to purchase the certificates from the departing member and offer them to an eligible family who will occupy the unit. This limitation shall terminate thirty (30) years after title is transferred to the cooperative.

(ii) At such time that Housing Assistance Payments are not available pursuant to Section 8 of the United States Housing Act of 1937 or any successor legislation, the Board of Directors (with the prior approval of the Secretary of the United States Department of Housing and Urban Development, or any successor who serves in a similar capacity in a federal agency) may increase or decrease the Transfer Value paid for a membership certificate.

(iii) Since Housing Assistance Payments may not be available pursuant to Section 8 of the United States Housing Act of 1937 after fifteen (15) years from the date title is conveyed, the Board of Directors shall use its best efforts to secure other such subsidy whether federal, state or local law to ensure that the project remains available to lower-income families for up to thirty (30) years after title is transferred to the cooperative.

The Grantor and his successors in office shall be entitled to (a) institute legal action to enforce performance and observance of, (b) enjoin any acts which are violative of, and (c) exercise any other legal or equitable right or remedy with respect to this covenant, provided, however, that breach shall not result in forfeiture of title.

(2) Sale of memberships.

(i) Purchaser shall have sold 80% of the cooperative memberships.

(ii) All downpayments collected by the Purchaser shall be placed in escrow with a Depository acceptable to the Seller and pursuant to an Escrow Agreement approved by the Seller. At or prior to closing the escrow funds may be used only to pay the costs of the cooperative conversion, acquisition of the project, and rehabilitation if permissible under state or local law. If the sale is not closed, the escrow funds shall be returned to the subscribers.

(iii) The by-laws of the cooperative must be approved by the Seller and must provide that the Purchaser agrees to permit any present tenants of the Seller (not including tenants now or hereafter delinquent in payment of rent or otherwise in breach of their obligations as tenants) who do not become members of the cooperative to remain as tenants for at least two years following the closing date. Further, if the cooperative at any time chooses to evict such present tenants (other than for non-payment of rent or other breach of tenant duties), the cooperative will provide reasonable moving expenses in an amount not less than that which would have been provided by HUD under 24 CFR 290.47. This Section 17(2)(c) shall survive the closing.

18. TERMINATION

In the event that the Purchaser fails to organize a cooperative corporation or achieve membership in accordance with paragraph 16 of this Contract, this Contract shall terminate; further, the Seller and Purchaser may, by mutual consent, terminate this Contract for any other reason. In either event, such termination shall relieve both Seller and Purchaser of any further liability hereunder.

IN WITNESS WHEREOF, the Purchaser has executed this instrument in triplicate the day and year first above written and the Seller has executed this instrument in triplicate this _____ day of _____.

WITNESS AS TO SELLER:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By John C. Morgan
~~REGIONAL ADMINISTRATOR -~~
~~REGIONAL HOUSING COMMISSIONER~~

WITNESS AS TO PURCHASER

METHUNION MANOR COOPERATIVE CORPORATION

By Mary A. Manuel
Mary A. Manuel, President

By Adrian E. du Cille
Adrian DuCille, Vice President

RIDER

15. If the Grantee fails to complete the rehabilitation of the project, the Grantor will not exercise its right to enter and terminate the estate hereby conveyed if any lender secured by the property a) within the rehabilitation period set forth gives sixty days (60) written notice to Grantor that it intends to complete the required rehabilitation and b) completes such rehabilitation within a time schedule established by the Grantor. This provision shall survive the closing and not be merged in the deed.

RECEIVED SEP 20 1984

METHUNION MANOR COOPERATIVE CORPORATION
405 Columbus Avenue
Boston, Massachusetts

September 19, 1984

National Consumer Cooperative Bank
1630 Connecticut Avenue, N.W.
Washington, D. C. 20009

Att'n: Mr. Larry D. Lacy,
Assistant Vice President,
Real Estate Division

Ladies and Gentlemen:

Reference is made to your loan commitment to Methunion Manor Cooperative Corporation (the "Cooperative") dated September 10, 1984, with respect to your \$644,300 loan to the Cooperative secured by a mortgage of premises located at 375, 405, 430, and 465 Columbus Avenue, Boston, Massachusetts.

The Cooperative hereby accepts your commitment, subject to the following:

1. Paragraph 12(c) of the commitment should be amended to provide that the Management Agreement will authorize the Bank to replace the Managing Agent for cause with another Managing Agent of the Bank's choice upon thirty (30) days' written notice to the Cooperative, only upon the occurrence of an event of default under the loan documents.
2. Paragraph 12(g) of the commitment should be amended to provide that the Cooperative will submit to the Bank prior to closing a schedule of the time for delivery of detailed work write-ups and specifications for the Cooperative's repair program, as well as the time for submission of bids on the two major repair items of roofs and boilers. In addition, paragraph 12(g) should be amended to confirm that the Cooperative will be able to use loan proceeds to reimburse the U.S. Department of Housing and Urban Development ("HUD") for expenses which HUD will incur in the immediate repair of one of the boilers which otherwise would have been repaired by the Cooperative with the use of loan proceeds following the closing.

3. Paragraph 13(b) of the commitment should be deleted. The appraisal will reflect such a modest loan to value ratio that this reappraisal will be unnecessary.

a. and b. 9/27/84 9/27/84

as attorney for the borrower

4. Paragraph 6 of the standard terms and conditions should be amended to provide a 10-day written notice to the Cooperative and opportunity to cure prior to the expiration of the commitment for breach of its terms by the Cooperative.

5. Paragraph 7 of the standard terms and conditions should be amended by changing the last sentence thereof to provide that the Cooperative will deliver certificates of insurance to the Bank at the closing, and shall deliver the original policies to the Bank as soon as possible thereafter. within 20 days of closing. 9/27/84 as attorney for the borrower

6. Paragraph 9 of the standard terms and conditions should be amended to delete items (1) through (7), and to provide instead that the opinion to be delivered by the Cooperative's counsel shall be in form and substance satisfactory to the Bank's counsel.

7. Paragraph 11(d) of the standard terms and conditions should be amended to specify that the required reserve fund for replacement shall be 2% of income, and the general operating reserve shall be 3% of income.

Except as provided herein, the Cooperative hereby accepts the commitment in accordance with its terms. Kindly acknowledge your agreement to the above amendments by signing and returning to us the enclosed copy of this letter.

Finally, you will find enclosed herewith a check in the amount of \$3,221.50, which payment represents the commitment fee required under paragraph 6(a) of the commitment.

Very truly yours,

METHUNION MANOR COOPERATIVE CORPORATION

By: Mary Manuel
Mary Manuel, President

Accepted and Agreed:

NATIONAL CONSUMER COOPERATIVE BANK

By: [Signature]

Date: 9/27/84

9/27/84

THE CO-OP BANK

1630 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20009 (202) 745-4600

September 10, 1984

Ms. Mary Manuel
President
Methunion Manor Cooperative Corporation
405 Columbus Avenue
Boston, MA 02116

Dear Ms. Manuel:

The National Consumer Cooperative Bank ("NCCB") is pleased to inform you that it has approved a loan to Methunion Manor Cooperative Corporation (hereinafter "Borrower" or "Cooperative"), subject to the following terms and conditions:

1. Purpose of Loan

Provide financing for acquisition of, and property upgrades to, the 149 units in four buildings located at 405, 375, 430 and 465 Columbus Avenue, Boston, Massachusetts (hereinafter "Property").

2. Loan Amount

Up to SIX HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$644,300.00) (hereinafter "the Loan").

3. Interest Rate

The initial annual interest rate shall be thirteen and one-half percent (13.50%). This rate shall be adjusted every year on the first day of the month following the anniversary of the note date, and shall be equal to the then current average yield for U.S. Treasury securities with one-year maturities, plus two percentage points.

There shall be a limit on interest rate increases and decreases of two percentage points for the rate adjustment period and five percentage points during the life of the Loan.

All adjustments to interest rate shall be rounded down to the nearest one-eighth of one percent.

4. Loan Term

Fifteen (15) years.

5. Payments

The Borrower shall make monthly payments of principal and interest during the loan term, until the Loan is fully repaid, according to the following schedule:

Initial monthly payment of \$8,580.41 based on an imputed interest rate of 14.00 percent. Thereafter, the monthly payment adjustment for each year shall be the lesser of: a) four percent annual increase in the payment; or b) percent increase in the payment equal to Section 8 annual rent adjustment factor.

If the interest rate adjustment for any year and the payment adjustments in a) or b) above result in a payment which would amortize the Loan in less than 12 years from the date of loan closing, the payment will be adjusted to the level required to amortize the Loan in a total term of 12 years.

If not repaid sooner, the 180th monthly payment shall be the total principal balance due plus all accrued interest.

6. Fees

(a) Commitment Fee

Three Thousand Two Hundred Twenty-One Dollars and 50/100 (\$3,221.50) which shall be due and payable to NCCB upon acceptance of the within commitment.

(b) Origination Fee

Three Thousand Two Hundred Twenty-One Dollars and 50/100 (\$3,221.50) which shall be due and payable to NCCB at closing of the Loan.

7. NCCB Stock Purchase

Borrower shall purchase at closing of the Loan, NCCB Class B Capital Stock which is equal to 1% of the Loan Amount (\$6,443.00).

8. Collateral

A valid first mortgage lien on the Property (as evidenced by a final policy of title insurance which is satisfactory to NCCB in form and content); a first lien security interest in all personal property, tangible and intangible; assignment of rents and leases for the Property; assignment of Section 8 Housing Assistance Payments (HAP) Contract.

9. Prepayment

Borrower may prepay the Loan in whole or in part at any time without penalty, and any prepayments will be applied to principal installments in inverse order of maturity.

10. Late Payment Fee

Borrower shall pay a late payment fee which is equal to five percent (5%) of the amount of any payment of interest and/or principal which is past due for more than ten (10) days.

11. Closing Date of Loan

Prior to October 30, 1984.

12. Pre-Closing Conditions

- (a) Submission of a plan for the ongoing education and training of Board members and all co-op members including who will provide these services and a description of their experience and qualifications.
- (b) Borrower shall have a current contract, whose term shall be no less than 15 years, for Housing Assistance Payments under HUD's Section 8 Program for previously owned HUD properties representing subsidies for 100% of the units.
- (c) Borrower shall provide a plan, which is acceptable to NCCB in form and content, for management of the Property by an agent experienced in the management of cooperatives and Section 8 subsidized properties with an approved Management Agreement. Said Agreement shall include authority for NCCB to replace the Managing Agent for cause with another managing agent of NCCB's choice upon thirty-day written notice to the Cooperative.
- (d) NCCB shall review and approve the final executed HUD Disposition Sales Contract to assure it does not contain provisions which would adversely affect NCCB.
- (e) Cooperative must select a construction management firm acceptable to NCCB to oversee and coordinate the repair program.
- (f) Cooperative shall obtain a survey of the Property which is acceptable to NCCB in form and content.
- (g) Cooperative shall submit to NCCB a detailed work write-up and specifications for the repair program and bids on the two major repair items, roofs and boilers.

- (h) Cooperative shall submit an appraisal of the Property which is satisfactory to NCCB in form and content and which shows the Property to have a fair market value of no less than \$805,375.

13. Other Conditions

- (a) The construction management company shall be required to submit monthly progress reports to NCCB on the repair program and provide NCCB with a certificate of completion.
- (b) The appraiser shall certify when all repairs are complete that the value set forth in his appraisal has been created.
- (c) Cooperative will furnish NCCB with a copy of the HUD final inspection report.
- (d) Repairs must be completed in accordance with the HUD disposition contract.
- (e) Repair Escrow: The loan proceeds for repairs will be disbursed into an escrow with the title insurance company. Instructions to the title insurance company will provide for releases based upon periodic requisitions on the standard AIA requisition form signed by the owner/cooperative, the construction management company and by the architect on all work items for which specifications were prepared by the architect. Copies of the Requisitions shall be furnished by the title company to NCCB. The title company will not disburse until it has received written approval from NCCB.

14. Standard Terms and Conditions

The Standard Terms and Conditions hereinafter set forth are an integral part of this commitment. The Standard Terms and Conditions shall not in any way minimize or diminish any of the requirements, terms, or conditions herein set forth, but shall be interpreted so as to augment, supplement and complement those requirements, terms and conditions.

SEE ATTACHMENT WHICH IS MADE PART OF THIS COMMITMENT LETTER FOR STANDARD TERMS AND CONDITIONS. NOTE THAT SOME OF THE STANDARD TERMS AND CONDITIONS CONTAIN PARTICULAR FIGURES AND PROVISIONS FOR THE SUBJECT LOAN.

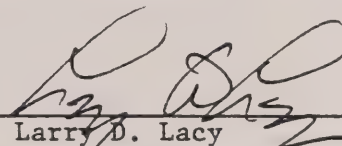
Enclosed are three copies of this letter. If you accept this commitment, please sign all copies and return the original and one copy along with the commitment fee specified above to NCCB. We will acknowledge receipt of your acceptance by returning one of the copies to you. Your acceptance of the terms and conditions of the commitment letter must be received by NCCB no later than September 21, 1984; otherwise, this commitment shall automatically expire

Ms. Mary Manuel
September 10, 1984
Page 5

without notice. Acceptance shall be effective only upon written acknowledgment by NCCB of its receipt of a fully executed and delivered copy of this letter of agreement.

Very truly yours

NATIONAL CONSUMER COOPERATIVE BANK

By: 
Larry D. Lacy
Assistant Vice President
Real Estate Division

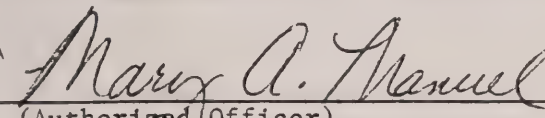
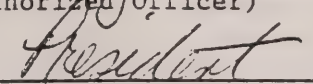
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Enclosure

ACCEPTANCE

The undersigned, intending to be legally bound, hereby accepts the foregoing commitment this ____ day of _____, 1984, and hereby agrees to the terms and conditions thereof.

METHUNION MANOR COOPERATIVE CORPORATION

By: 
(Authorized Officer)
Title: 

Receipt of Acceptance

Receipt of acceptance is acknowledged this ____ day of _____, 1984.

NATIONAL CONSUMER COOPERATIVE BANK

By: _____

ATTACHMENT

STANDARD TERMS AND CONDITIONS

1. Stock Purchase

The National Consumer Cooperative Bank Act, as amended, requires Cooperative to purchase shares of National Consumer Cooperative Bank ("NCCB") Class B Stock as a condition of receiving the Loan. NCCB is furnishing its Annual Report and other informational materials in the enclosed package. However, your decision to accept this commitment, and purchase stock in NCCB, should be made on the basis of this commitment letter only and not on any expectation of the future business activities of NCCB or its financial performance.

Pursuant to the stock purchase, Cooperative must execute a Subscription Agreement and purchase shares in an amount equal to one percent (1%) of the principal amount of the Loan. Such amount must be fully paid at closing of the Loan. Stock will be issued in book entry form only, is transferable only on the books of NCCB, and is subject to the Bylaws of NCCB. Class B shares are subject to the lien of NCCB for any amounts owing by Cooperative to NCCB at any time. If Cooperative ceases to be an active functioning cooperative eligible to borrow from NCCB, at any time even after its Loan is fully paid, its Class B shares may be cancelled or exchanged as provided in NCCB's Bylaws.

2. Qualified Borrower

Cooperative must, at closing of the Loan and at all times during the entire term of the Loan, be an eligible cooperative as defined in the NCCB Act and Policies in effect at the time of closing of the Loan. If after Loan closing the Board of Directors of NCCB determines that Cooperative has failed to maintain its eligibility status, NCCB shall have no obligation to continue to fund the Loan, NCCB Class B Stock purchased by Cooperative is subject to forfeiture at any time Cooperative fails to maintain such eligibility status, and the entire principal balance and accrued interest thereon shall, at the option of NCCB, become due and payable. Eligibility will be determined in the sole discretion of NCCB, based on a review of the articles of incorporation, bylaws, and policies of Cooperative.

3. Expenses

Cooperative agrees to pay the taxes due on date of closing, all recording fees, title insurance premiums, title search fees, and all other charges and expenses incurred in connection with closing of the Loan.

4. Legal Fees

Cooperative shall be responsible for all fees and charges of counsel retained by NCCB for Loan closing. Cooperative shall be responsible for all fees and expenses of counsel retained by Cooperative to render opinions or otherwise enable Cooperative to comply with the conditions of this commitment.

5. Inspections

Lender shall have the right to inspect the Property at any and all reasonable times and shall have full and free access to all drawings, plans, books and records pertinent to the Property and the operation of Cooperative.

6. Breach or Default of Commitment

This commitment, once accepted by Cooperative, shall terminate upon any of the following events of default:

- a. Any breach or default by Cooperative in the performance of any undertaking, obligation or requirement imposed on Cooperative under the terms of this letter or under any of the documents evidencing or securing the Loan;
- b. The failure or inability for any reason to satisfy any requirement of NCCB hereunder;
- c. Any assignment or transfer, or attempted assignment or transfer, by Cooperative of this commitment without the prior written approval of NCCB; or
- d. The filing by or against Cooperative of a petition in bankruptcy or insolvency or for reorganization, or for the appointment of a receiver or trustee, or the making by Borrower of an assignment for the benefit of creditor, or in the event of any similar act or occurrence. Upon any such default, NCCB may terminate its undertaking hereunder without liability of any kind on the part of NCCB, and without any obligation to make reimbursement of any sums of money paid to NCCB or others pursuant to the provisions hereof. It is further agreed that NCCB may cancel this commitment at any time prior to closing upon disclosure of facts materially different from those stated in the Loan application or in any other documents submitted to NCCB in connection with this Loan, upon receipt of any material unfavorable credit information, or any fact that, in NCCB's opinion, imperils or would imperil the security of the Collateral offered.

7. Insurance Coverage

Cooperative shall obtain insurance coverage which is satisfactory to NCCB in form and substance and includes, but is not limited to, (i) public liability and property damage insurance, (ii) fire insurance with extended coverage endorsement covering all buildings and personal property used in operation thereof, (iii) rent loss insurance, and (iv) fidelity bond coverage in such amounts and by such insurance companies as may be acceptable to NCCB. All insurance policies shall be prepaid and shall contain standard mortgage clauses (without contribution) in favor of NCCB, shall not be terminable without thirty (30) days' prior written notice to NCCB and shall be deposited with NCCB as evidence of such insurance until the Loan is fully paid. Not less than fifteen

(15) days prior to the Loan closing, the Cooperative will deliver the originals of the required policies to NCCB.

8. Title Insurance

At least ten (10) business days prior to closing, NCCB shall have received two copies of a currently dated title binder, satisfactory to NCCB, covering the Property, which report shall contain copies of all identified documents referred to therein. The Report of Title shall stipulate that a title insurance policy, in a form approved by NCCB, will be issued to NCCB at the time of closing of the construction loan which will insure NCCB, as the holder of a valid first mortgage lien for the full amount of the mortgage, subject to only such exceptions as NCCB may approve.

9. Required Documentation and Opinions of Counsel

Cooperative shall have furnished to NCCB all documentation necessary, in the opinion of NCCB (which may, at NCCB's option, include opinions of Counsel provided at Cooperative's expense), to establish, among other things, that (1) Cooperative is duly organized and authorized to do business in its state of incorporation and has the power to enter into the transactions contemplated by this commitment; (2) there is no threatened or pending litigation that might affect the loan or the Property; (3) all laws and governmental and private restrictions affecting the Property have been complied with; (4) the transaction contemplated by this commitment does not violate any provision of applicable law; or the charter, bylaws, or other document affecting Cooperative; (5) Cooperative is not and will not be as a result of the transactions contemplated by this commitment in violation of any law, or agreement affecting it or the Property; (6) the Loan documents, when executed, will constitute valid and binding obligations of Cooperative and will be enforceable in accordance with their terms; (7) the required stock purchase does not violate any Massachusetts securities law.

10. No Threatened Condemnation

No proceedings shall have been threatened or commenced by an authority having the powers of eminent domain to condemn any part of the Property which NCCB, in its sole judgement, deems material.

11. Continuing Obligations

Effective upon acceptance of this commitment and continuing so long as any amount of the principal amount of the Loan is owed, Cooperative shall comply with each of the following requirements:

- a. Additional Indebtedness: Cooperative will not, without the prior written consent of NCCB, incur any liability or indebtedness or enter into any binding commitments under any contracts, leases or other agreements, obligating cooperative for any amount in excess

of these set forth in the development and operating budgets, or for any amount expended for emergency repairs.

- b. Litigation: Cooperative shall furnish promptly to NCCB written notice of any litigation affecting it and any claims or disputes which involve a material risk of obligation.
- c. Liens: Cooperative will not permit any lien, other than that contemplated herein, to exist on the Property for a period in excess of thirty (30) days.
- d. Reserve Fund and General Operating Reserve: Cooperative shall establish and maintain a reserve fund for replacements and a general operating reserve, all as reasonably required by NCCB.

12. Public Information

In recognition of NCCB's statutory mandate to promote consumer cooperatives as a proven method for strengthening the nation's economy, Cooperative agrees to permit NCCB to disclose its identity and the amount and purpose of this Loan. Any release of information will be submitted to the Borrower for approval prior to its release, whose approval shall not be unreasonably withheld.

13. Assignment by Borrower

Neither this commitment nor the proceeds of the Loan shall be assignable by Borrower without the prior written consent of NCCB and any attempt at such assignment without such consent shall be void and, at the option of NCCB, be deemed a default hereunder.

14. Reporting Requirements

Cooperative shall supply NCCB, in a timely manner, with written monthly operating statements and an annual audited financial statement.

15. Loan Documents

Cooperative shall execute all documents required by NCCB counsel to close the Loan; such documents shall include, but not be limited to, a deed of trust or mortgage, note, Loan agreement, security agreement and financing statement, assignment of Section 8 Housing Assistance Payments Contract, conditional assignment of rents and leases, subscription agreement and a regulatory agreement. These documents will be in such form and include those provisions that any prudent lender would require for a Loan transaction of this type.

16. Revisions of Commitment - Entire Agreement

No change or modification of this commitment letter shall be valid unless the same is in writing and signed by the parties hereto. This commitment letter contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings,

warranties and representations, either written or oral, expressed or implied between the parties other than as herein set forth. It is expressly understood and agreed that the parties hereto intend this commitment letter to be an integration of all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

17. Waiver of Rights of NCCB

Neither the failure, nor the delay of NCCB to exercise any right, power or privilege under this commitment letter shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other of further exercise of any other right, power or privilege.

18. Survival of Closing

The obligations of Cooperative under this commitment letter shall be incorporated into the Loan documents and said obligations and Loan documents shall survive the Loan closing.

METHUNION MANOR465 COLUMBUS AVENUE

<u>Apt.:</u>	<u>Unit Size:</u>	<u>Tenant:</u>	<u>Security:</u>	<u>Cash:</u>	<u>Total:</u>
201	2	Alfreda Hunt	\$ 0	\$900	\$900
203	2	Annie Dodson	0	900	900
204	2	Randolph Ryan	191	709	900
206	2	Karen Newkirk	200	700	900
301	2	Richard Lowery	171	729	900
302	3	Carrie Clarke	197	803	1000
303	2	Jearette Lezama	205	695	900
304	1	John Smith	145	605	750
305	2	Cornell Brown	191	709	900
306	3	Ramona Centeno	25	975	1000
307	2	Francis Thomas	171	729	900
401	2	Azeb Hailu	191	709	900
405	2	Bennett Azotam	225	675	900
407	2	Kelly Rattan	218	682	900
501	2	Inez White	171	729	900
502	3	Beverly Rogers	197	803	1000
503	2	William Parks	0	900	900
505	2	Adrian duCille	171	729	900
506	3	Li Kew Chin	25	975	1000
601	2	Patricia Pettiford	0	900	900
602	3	Shirley Eiland	0	1000	1000
603	2	Margaret Arneaud	200	700	900
604	1	William Marshall	230	520	750
605	2	Percy Charles	200	700	900
606	3	Julia Wilson	25	975	1000
607	2	James Smith	118	782	900

EXHIBIT A
METHUNION MANOR

430 COLUMBUS AVENUE

<u>Apt.:</u>	<u>Unit Size:</u>	<u>Tenant:</u>	<u>Security:</u>	<u>Cash:</u>	<u>Total:</u>
101	2	Eva West	\$191	\$709	\$900
103	2	Judith Wright	183	717	900
104	2	Joel Stanford	160	740	900
201	2	Abia Sheffield	171	729	900
203	1	Archibald Burgess	145	605	750
205	1	Iyasu Gebrehawariat	220	530	750
206	3	Angel Luna	200	800	1000
301	2	Priscilla Collazo	191	709	900
302	3	Jean Taylor	197	803	1000
303	1	Melvin Lester	160	590	750
304	2	Vernon Colebut	325	575	900
306	3	Thurman Jarvis	197	803	1000
307	2	Kathleen May	225	675	900
401	2	George Lewis	191	709	900
402	3	Francis Lewzey	25	975	1000
403	1	Gareth Hills	145	605	750
404	2	Gladwyn Howard	200	700	900
406	3	Langston Jennette	220	780	1000
407	2	Barbara Randolph	171	729	900
501	2	Barbara Leverett	171	729	900
502	3	Harriett Elliott	248	752	1000
503	1	Richard Perryman	200	550	750
504	2	Inez Collins	140	760	900
505	1	Herman Bartholomew	145	605	750
506	3	Madge Robinson	25	975	1000
507	2	Isaiah Bennett	191	709	900
602	3	Catherine Williams	25	975	1000
603	1	William Brown	0	750	750
604	2	Samuel Ihemdi	0	900	900
605	1	Gulano Paul	160	590	750
606	3	Karen Miller	171	829	1000
607	2	Miriam Harding	0	900	900
102	3	Althea Jones	0	1000	1000

EXHIBIT AMETHUNION MANOR405 COLUMBUS AVENUE

<u>Apt:</u>	<u>Unit Size:</u>	<u>Tenant:</u>	<u>Security:</u>	<u>Cash:</u>	<u>Total</u>
103	2	Kam Wa Chau	\$191	\$709	\$900
104	2	Charles Turner	171	729	900
105	4	Agatha Jacob	191	889	1080
201	2	Mary Sealy	200	700	900
203	2	Mickie Gendraw	200	700	900
204	2	Estelle Ellis	200	700	900
206	2	Denise Salters	72	828	900
301	2	Mary Brown	171	729	900
302	3	Elma Thomas	200	800	1000
303	2	Ella Garrett	25	875	900
304	1	Gladys Reavis	145	605	750
305	3	Mark Manuel	171	829	1000
306	2	Maggie Mitchell	191	709	900
307	2	Nona Gooden	165	735	900
401	2	Angelina Rodriguez	191	709	900
402	3	Ruby Goddard	0	1000	1000
403	2	David Ryan	200	700	900
404	1	Fred Pierce	21	729	750
405	2	Henry Daniel	221	679	900
407	2	Lillian Campbell	0	900	900
501	2	Anna Cephas	25	875	900
502	3	Kimberly Moss	220	780	1000
503	2	Chor Huen Wong	225	675	900
505	2	Florence Raper	171	729	900
506	3	Edward Powell	197	803	1000
507	2	Edwina James	200	700	900
601	2	Aston Newell	185	715	900
602	3	Nancy Sadler	0	1000	1000
603	2	Dominic Anidi	251	649	900
604	1	Gertrude Freeman	25	725	750
606	3	Kwok Ting Yu	25	975	1000
607	2	Clifton Barker	200	700	900
205	4	Omega Rodriguez	25	1055	1080

EXHIBIT ACOOP MEMBERSHIP
METHUNION MANOR375 COLUMBUS AVENUE

<u>Apt:</u>	<u>Unit Size:</u>	<u>Tenant:</u>	<u>Security:</u>	<u>Cash:</u>	<u>Total:</u>
101	2	Andrea Green	\$ 99	\$801	\$900
102	4	Ecidra Arneaud	171	909	1080
103	2	Nancy Crowder	0	900	900
106	2	Daisy Dixon	25	875	900
201	2	Edwina Johnson	200	700	900
202	4	Helen Green	25	1055	1080
203	2	Chi Piu Fok	191	709	900
204	2	Echol Mines	171	729	900
205	4	Darlean Williams	25	1055	1080
206	2	Emerson Moore	171	729	900
301	2	Nai Cheong Chow	171	729	900
302	4	Valarie Sturgies	165	915	1080
303	2	Levi Roberts	200	700	900
304	2	Robert Smith	189	711	900
305	4	Eloise Bailey	25	1055	1080
306	2	Cora Jones	0	900	900
403	2	Leroy Howard	199	701	900
405	4	Evelyn Lyons	25	1055	1080
406	2	Melba Sibberrio	0	900	900
501	2	Kam Ming Chou	200	700	900
502	4	Chin Kim Chow	250	830	1080
503	2	Mildred Harrison	171	729	900
504	2	Regina Carter	136	764	900
506	2	Elfreda Frye	200	700	900
601	2	Emmanuel Atiogbe	171	729	900
602	4	Franklin Holder	250	830	1080
603	2	Wing Sarn Chin	225	675	900
604	2	Linda Dixon	200	700	900
606	2	Prince Koranteng	171	729	900

RATIFICATION

THIS RATIFICATION, made this 31st day of October, 1984.

WITNESSETH:

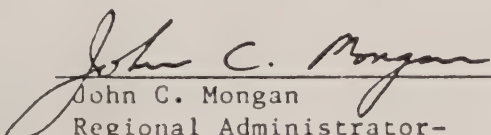
WHEREAS, an Agreement, dated September 28, 1984, by and between the Secretary of Housing and Urban Development and the Commissioner of Assessing of the City of Boston, was signed by Nick Nibi, Director of Housing, as the duly authorized agent of the Secretary; and

WHEREAS, some question has been raised as to the authority of the Director of Housing to bind the Secretary in this matter

WHEREAS, authority has been delegated to the Regional Administrator, Department of Housing and Urban Development pursuant to 48 F.R. 40958 (Sept. 12, 1983)

NOW THEREFORE, I hereby ratify and affirm said AGREEMENT on behalf of the Secretary and my signature hereunder is intended to stand as if it had appeared under said AGREEMENT.

IN WITNESS WHEREOF, the undersigned has set his hand and seal hereto on the date hereinabove set forth.



John C. Mongan
Regional Administrator-
Regional Housing Commissioner



Witness

AGREEMENT IN SETTLEMENT

This agreement is entered into as of this _____ day of _____ 1984 by and between the United States Department of Housing and Urban Development (H.U.D.) and Ira A. Jackson, Commissioner of the Department of Revenue of the Commonwealth of Massachusetts. (Commissioner)

Whereas H.U.D is the owner of a certain housing project (Columbus Ave housing project) consisting of four six-story buildings located at 375, 405, 430 and 465 Columbus Avenue, as more particularly bounded and described in Exhibit A attached hereto. This location is between West Newton and West Yarmouth Streets in the South End of Boston.

Whereas this property is subject to the excise set forth in G.L. c. 121A, § 1 et seq. and there are outstanding assessments of tax, interest and penalty against said property in the amount of \$1,769,169.80 as shown in Exhibit C, attached hereto, for the annual taxable periods from 1972 to 1983.

Whereas the City of Boston and H.U.D entered into an agreement dated September 28, 1984, a copy of which is attached hereto as Exhibit B, wherein H.U.D declared its intention to sell the Columbus Ave Housing Project to the current tenants of the project who have formed the Methunion Manor Cooperative Corporation (Cooperative).

Whereas the sale price of the Columbus Ave Housing Project was greatly reduced to enable the cooperative to finance very substantial capital improvements.

Whereas H.U.D agreed to provide \$818,000 per annum in section 8 subsidy and a very generous operating budget for the cooperative.

Whereas this sale and the financial commitments of H.U.D depend on a favorable settlement of the tax liabilities.

Whereas H.U.D. has submitted an offer to the Commissioner in the amount of \$610,000, in final and full settlement of the outstanding tax liabilities.

Whereas the Commissioner has found that there is serious doubt as to collectability of the taxes due for the reasons set forth in Exhibit D, attached hereto.

Whereas the Commissioner has found that H.U.D. has not acted with intent to defraud.

Now, therefore, it is agreed by and between H.U.D and the Commissioner, acting under the authority of St. 1983, c. 233, § 100 and 830 CMR c. 62C. 80, as follows:

1. That H.U.D herewith pays the sum of \$610,000.00 to the Commissioner and the Commissioner acknowledges receipt thereof.
2. That the Commissioner accepts the sum of \$610,000 in final and full settlement of the full amount of the tax liabilities listed in Exhibit C.
3. That the Commissioner shall release any and all liens which have been recorded in accordance with General Laws c. 62C, § 50.
4. That the Commissioner shall abate the remaining balance due of \$1,159,169.80.

In witness whereof, H.U.D and the Commissioner have
executed this agreement in three copies, each of which shall be
considered an original as of the day and year set forth in this
agreement.

By: Nicholas L. Metapas
Deputy Commissioner

United State Department
of Housing and Urban
Development

By: William D. North
Deputy Commissioner

By: John C. Morgan

Department of Revenue of
Commonwealth of Massachusetts

By: W. E. Jackson
Commissioner

Received for review by Attorney General of the Commonwealth,
pursuant to St. 1983, c. 233, § 100.

October , 1984

METES AND BOUNDS DESCRIPTION
PARCEL R-2

Beginning at the point of intersection of the Northerly side line of Columbus Ave and the Easterly side line of West Canton Street;

Thence running N47°-46'-45"W by said Easterly side line of West Canton Street eighty-five and no hundredths (85.00) feet to a point, said point being the Southwester corner of land now or formerly of Ella Mae Saunders;

Thence turning and running N42°-15'-07"E by land now or formerly of said Ella Saunders one hundred ten and no hundredths (110.00) feet to a point;

Thence turning and running N47°-46'-45"W by land now or formerly of said Ella Saunders twenty and no hundredths (20.00) feet to a point;

Thence turning and running N42°-15'-07"E by land now or formerly of Melvin H. and Joyce King one hundred ten and no hundredths (110.00) feet to a point on the Westerly side line of Yarmouth Street, said point being the Southeasterly corner of land or formerly of said Melvin H. and Joyce King;

Thence turning and running S47°-46'-45"E by said Westerly side line of Yarmouth Street one hundred five and no hundredths (105.00) feet to a point, said point being the point of intersection of said Westerly side line of Yarmouth Street and the Northerly side line of Columbus Avenue;

Thence turning and running S42°-15'-07"W by said Northerly side line of Columbus Avenue two hundred twenty and no hundredths (220.00) feet to the point of beginning.

Containing a total of twenty thousand nine hundred (20,900) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels R-2, R-3, RC-RC-7, RC-3a, RC-3b, and RC-3c, South End Urban Renewal Area, Project Mass. R-55" by Charles A. Maguire and Associates, Boston, Mass., dated June, 1967.

Subject to easement shown on said plan by Charles A. Maguire and Associates as "SEWER EASEMENT" - Comprised of easements of record to the City of Boston for the purpose of installation and maintenance of sewerage deemed necessary for public convenience and necessity, said Easement being bound and described as follows:

"SEWER EASEMENT" - Summary of Statements of Record to City of Boston for
Sewer Installation and Maintenance Description:

Beginning at a point on the Easterly side line of West Canton Street, said point being $N47^{\circ}-46'-45''W$ eighty-five and no hundredths (85.00) feet from the point of intersection of said Easterly side line of West Canton Street and the Northerly side line of Columbus Avenue and running on the following courses and distances:

By land now or formerly of Ella Mae Saunders $N42^{\circ}-15'-07''E$ one hundred ten and no hundredths (110.00) feet to a point; thence still by land now or formerly of said Ella Mae Saunders $N47^{\circ}-46'-45''W$ twenty and no hundredths (20.00) feet to a point; thence by land now or formerly of Melvin H. and Joyce King $N42^{\circ}-15'-07''E$ five and no hundredths (5.00) feet to a point; thence by land (Parcel R-2) now or formerly of the Boston Redevelopment Authority $S47^{\circ}-46'-45''E$ twenty and no hundredths (20.00) feet to a point; thence by land (Parcel R-2) now or formerly of said Boston Redevelopment Authority $N42^{\circ}-15'-07''E$ one hundred five and no hundredths (105.00) feet to a point; thence by the Westerly side line of Yarmouth Street $S47^{\circ}-46'-45''E$ ten and no hundredths (10.00) feet to a point; thence land (Parcel R-2) now or formerly of said Boston Redevelopment Authority $S42^{\circ}-15'-07''W$ two hundred twenty and no hundredths (220.00) feet to a point; thence by the Easterly side line of West Canton Street $N47^{\circ}-46'-45''W$ ten and no hundredths (10.00) feet to the point of beginning, containing two thousand three hundred (2,300) square feet, more or less.

Meaning and intending to convey, and hereby conveying all that land shown as Parcel R-2 on said plan by Charles A. Maguire and Associates, containing a total area of twenty thousand nine hundred (20,900) square feet, more or less, inclusive of the area shown on said plan by Charles A. Maguire and Associates as "Sewer Easement," containing two thousand three hundred (2,300) square feet, more or less.

Boston Redevelopment Authority

METES AND BOUNDS DESCRIPTION

PARCEL RC-3c

Beginning at the point of intersection of the Easterly side line of West Newton Street and the Northerly side line of Public Alley Number 537;

Thence running N47°-46'-45"W by said Easterly side line of West Newton Street twenty and no hundredths (20.00) feet to a point, said point being the Southwesterly corner of land now or formerly of Bertram Clements;

Thence turning and running N42°-15'-07"E by land now or formerly of said Bertram Clements one hundred five and no hundredths (105.00) feet to a point on the Westerly side line of Alley Number 540 (Owner Unknown), said point being the Southeasterly corner of land now or formerly of said Bertram Clements;

Thence turning and running S47°-46'-45"E by said Westerly side line of Alley Number 540 (Owner Unknown) twenty and no hundredths (20.00) feet to a point, said point being the point of intersection of said Westerly side line of Alley Number 540 (Owner Unknown) and the Northerly side line of Public Alley Number 537;

Thence turning and running S42°-15'-07"W by said Northerly side line of Public Alley Number 537 one hundred five and no hundredths (105.00) feet to the point of beginning.

Containing a total of two thousand one hundred (2,100) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels R-2, R-3, RC-1, RC-2, RC-3a, RC-3b, and RC-3c, South End Urban Renewal Area, Project Mass. R-56" by Charles A. Maguire and Associates, Boston, Mass., dated June, 1969.

Meaning and Intending to convey, and hereby conveying all that land shown as Parcel RC-3c on said plan by Charles A. Maguire and Associates, containing a total area of two thousand one hundred (2,100) square feet, more or less.

Parcel R-3 on said plan by Charles A. Manuire and Associates, containing a total area of twenty-four thousand eight hundred thirty-three (24,833) square feet, more or less.

AGREEMENT

THIS AGREEMENT, made this 28th day of September, 1984, by and between the Secretary of Housing and Urban Development, acting by and through his duly authorized agent ("the Secretary") and the Commissioner of Assessing of the City of Boston (the "Commissioner").

WITNESSETH:

WHEREAS the Secretary owns certain property in the City of Boston which is known as Methunion Manor and is collectively referred to herein as the "Property", and which is further described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS certain assessments have been made against the Property under Mass.Gen.Laws Ann. ch.121A, which assessments remain unpaid; and

WHEREAS certain liens and encumbrances have arisen against the Property as a result of the liabilities created by said assessments; and

WHEREAS the Secretary has operated low income housing on the Property for a period of time, first as mortgagee in possession, and thereafter as owner, during which period the Secretary supplied direct and indirect support to the tenants to enable them to continue as tenants while working toward the goal of transferring ownership of the property to a tenant cooperative, and during which period the Secretary received a substantially reduced amount of gross project income; and

WHEREAS the tenants have formed Methunion Manor Cooperative Corporation (the "Cooperative"); and

WHEREAS the Secretary and the Cooperative have reached an agreement for the sale of the Property to the Cooperative; and

WHEREAS the sale price was greatly reduced, to \$12,071.00, to enable the Cooperative to finance very substantial capital improvements; and

WHEREAS the Secretary, in order to ensure the success of the Cooperative, will be providing \$818,000 per annum in Section 8 subsidy and a very generous operating budget; and

WHEREAS the parties hereto desire to settle the liabilities referenced above and remove all related liens and encumbrances;

NOW THEREFORE, the parties hereto agree as follows:

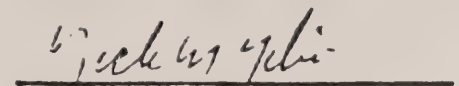
1. The sum of six hundred and ten thousand dollars (\$610,000.00) constitutes the entire liability of the Secretary with respect to assessments made against the Property under Mass.Gen.Laws Ann. ch.121A for the calendar years 1972 through 1983, including but not limited to taxes, interest, penalties and any other charges accrued by reason of such assessments.
2. The sum of forty six thousand dollars (\$46,000.00) constitutes the estimated liability of the Secretary and the Cooperative with respect to assessments made against the Property under Mass.Gen.Laws Ann. ch.121A for the calendar year 1984, including but not limited to taxes, interest, penalties and any other charges accrued by reason of such assessments.
3. Upon payment by the Secretary of the sums set forth in paragraphs 1. and 2. above, the parties agree that all liens and encumbrances which have arisen against the Property as of the date hereof, by reason of assessments made under Mass.Gen.Laws Ann. ch. 121A, will be discharged and dissolved, and that all claims, including without limitation, taxes, interest and penalties, against the Secretary and the Cooperative for calendar years 1972 through part of 1984, ending with September 30, 1984, accrued by reason of Mass.Gen. Laws Ann. ch. 121A, whether now known to exist or subsequently claimed to have existed, shall be deemed finally settled and resolved for all time, and The Commissioner shall deliver to the Secretary certification in recordable form evidencing the same. The Secretary will pay the sum set forth in paragraph 2. above as an estimated payment for calendar year 1984. Such amount will be adjusted when the exact liability for calendar year 1984 is finally determined.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto on the date hereinabove provided.

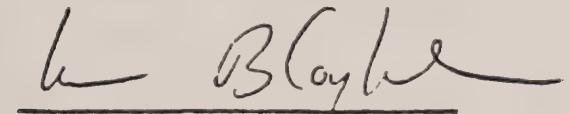

Witness

Secretary of Housing and
Urban Development


By: Nick Nibi
Director of Housing
duly authorized agent

Commissioner of Assessing,
City of Boston


Witness


William B. Coughlin

Negotiated and prepared


Thaddeus J. Jankowski, Jr.
Associate Commissioner
of Assessing

Boston Redevelopment Authority

METES AND BOUNDS DESCRIPTION
PARCEL RC-2

Beginning at the point of intersection of the Northerly side line of Columbus Avenue and the Westerly side line of Holyoke Street;

Thence running S42°15'-07"W by said Northerly side line of Columbus Avenue one hundred nine and ninety-four hundredths (109.94) feet to a point, said point being on said Northerly side line of Columbus Avenue and said point being the Southeasterly corner of land now or formerly of Christi Manjourides;

Thence turning and running N47°-52'-45"W by land now or formerly of said Christi Manjourides ninety-eight and no hundredths (98.00) feet to a point, said point being on the Southerly side line of Public Alley Number 542 and said point being the Northeasterly corner of land now or formerly of Christi Manjourides;

Thence turning and running N42°-15'-07"E by said Southerly side line of Public Alley Number 542 one hundred ten and eleven hundredths (110.11) feet to a point, said point being the point of intersection of said Southerly side line of Public Alley Number 542 and the Westerly side line of Holyoke Street;

Thence turning and running S47°-45'-45"E by said Westerly side line of Holyoke Street ninety-eight and no hundredths (98.00) feet to the point of beginning.

Containing a total of ten thousand seven hundred eighty-three (10,783) square feet more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels R-2, R-3, RC-1, RC-2, RC-3a, RC-3b, and RC-3c, South End Urban Renewal Area, Project Mass. R-55" by Charles A. Maguire and Associates, Boston, Mass., dated June, 1969.

Meaning and intending to convey, and hereby conveying all that land shown as Parcel RC-2 on said plan by Charles A. Maguire and Associates, containing a total area of ten thousand seven hundred eighty-three (10,783) square feet, more or less.

June 12, 1969

Boston Redevelopment Authority

METES AND BOUNDS DESCRIPTION
PARCEL RC-3a

Beginning at the point of intersection of the Northerly side line of Columbus Avenue and the Easterly side line of West Newton Street;

Thence running $N47^{\circ}-46'-45''W$ by said Easterly side line of West Newton Street one hundred twenty and no hundredths (120.00) feet to a point, said point being the point of intersection of said Easterly side line of West Newton Street and the Southerly side line of Public Alley Number 537;

Thence turning and running $N42^{\circ}-15'-07''E$ by said Southerly side line of Public Alley Number 537 two hundred twenty and no hundredths (220.00) feet to a point, said point being the point of intersection of said Southerly side line of Public Alley Number 537 and the Westerly side line of Braddock Park;

Thence turning and running $S47^{\circ}-46'-45''E$ by said Westerly side line of Braddock Park one hundred twenty and no hundredths (120.00) feet to a point, said point being the point of intersection of said Westerly side line of Braddock Park and the Northerly side line of Columbus Avenue;

Thence turning and running $S42^{\circ}-15'-07''W$ by said Northerly side line of Columbus Avenue two hundred twenty and no hundredths (220.00) feet to the point of beginning.

Containing a total of twenty-six thousand four hundred (26,400) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels R-2, R-3, RC-1, RC-2, RC-3a, RC-3b, and RC-3c, South End Urban Renewal Area, Project Mass. R-56" by Charles A. Maguire and Associates, Boston, Mass., dated June, 1967.

Meaning and intending to convey, and hereby conveying all that land shown as Parcel RC-3a on said plan by Charles A. Maguire and Associates, containing a total area of twenty-six thousand four hundred (26,400) square feet, more or less.

METES AND BOUNDS DESCRIPTION
PARCEL R-2

Beginning at the point of intersection of the Northerly side line of Columbus Ave and the Easterly side line of West Canton Street;

Thence running N47°-46'-45"W by said Easterly side line of West Canton Street eighty-five and no hundredths (85.00) feet to a point, said point being the Southwest corner of land now or formerly of Ella Mae Saunders;

Thence turning and running N42°-15'-07"E by land now or formerly of said Ella Saunders one hundred ten and no hundredths (110.00) feet to a point;

Thence turning and running N47°-45'-45"W by land now or formerly of said Ella Saunders twenty and no hundredths (20.00) feet to a point;

Thence turning and running N42°-15'-07"E by land now or formerly of Melvin H. and Joyce King one hundred ten and no hundredths (110.00) feet to a point on the Westerly side line of Yarmouth Street, said point being the Southeasterly corner of land now or formerly of said Melvin H. and Joyce King;

Thence turning and running S47°-46'-45"E by said Westerly side line of Yarmouth Street one hundred five and no hundredths (105.00) feet to a point, said point being the point of intersection of said Westerly side line of Yarmouth Street and the Northerly side line of Columbus Avenue;

Thence turning and running S42°-15'-07"W by said Northerly side line of Columbus Avenue two hundred twenty and no hundredths (220.00) feet to the point of beginning

Containing a total of twenty thousand nine hundred (20,900) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels R-2, R-3, R-4, R-5, R-6, R-7, R-8a, R-8b, and R-8c, South End Urban Renewal Area, Project Mass. R-1" by Charles A. Maguire and Associates, Boston, Mass., dated June, 1967.

Subject to easement shown on said plan by Charles A. Maguire and Associates "SEWER EASEMENT" - Comprised of easements of record to the City of Boston for the purpose of installation and maintenance of sewerage deemed necessary for public convenience and necessity, said Easement being bound and described as follows:

"SEWER EASEMENT" - Journalized of Easements of Record to City of Boston for
Sewer Installation and Maintenance Description:

Beginning at a point on the Easterly side line of West Canton Street, said point being $N47^{\circ}-45'-45''W$ eighty-five and no hundredths (85.00) feet from the point of intersection of said Easterly side line of West Canton Street and the Northerly side line of Columbus Avenue and running on the following courses and distances:

By land now or formerly of Ella Mae Saunders $N42^{\circ}-15'-07''E$ one hundred ten and no hundredths (110.00) feet to a point; thence still by land now or formerly of said Ella Mae Saunders $N47^{\circ}-45'-45''W$ twenty and no hundredths (20.00) feet to a point; thence by land now or formerly of Melvin H. and Joyce King $N42^{\circ}-15'-07''E$ five and no hundredths (5.00) feet to a point; thence by land (Parcel R-2) now or formerly of the Boston Redevelopment Authority $S47^{\circ}-45'-45''E$ twenty and no hundredths (20.00) feet to a point; thence by land (Parcel R-2) now or formerly of said Boston Redevelopment Authority $N42^{\circ}-15'-07''E$ one hundred five and no hundredths (105.00) feet to a point; thence by the Westerly side line of Yarmouth Street $S47^{\circ}-45'-45''E$ ten and no hundredths (10.00) feet to a point; thence land (Parcel R-2) now or formerly of said Boston Redevelopment Authority $S42^{\circ}-15'-07''W$ two hundred twenty and no hundredths (220.00) feet to a point; thence by the Easterly side line of West Canton Street $N47^{\circ}-45'-45''W$ ten and no hundredths (10.00) feet to the point beginning, containing two thousand three hundred (2,300) square feet, more or less.

Meaning and intending to convey, and hereby conveying all that land shown as Parcel R-2 on said plan by Charles A. Maguire and Associates, containing a total area of twenty thousand nine hundred (20,900) square feet, more or less, inclusive of the area shown on said plan by Charles A. Maguire and Associates as "Sewer Easement," containing two thousand three hundred (2,300) square feet, more or less.

Beginning at the point of intersection of the Northerly side line of Warren Avenue and the Easterly side line of Columbus Square;

Thence running N47°-46'-45"W by said Easterly side line of Columbus Square fifty-two and eighty-seven hundredths (52.87) feet to a point;

Thence running by a curve to the right of ten and no hundredths (10.00) feet radius joining said Easterly side line of Columbus Square and the Southerly side line of Columbus Avenue fifteen and seventy-one hundredths (15.71) feet to a point;

Thence running N42°-15'-07"E by said Southerly side line of Columbus Avenue two hundred fifty-one and eighty-four hundredths (251.84) feet to a point;

Thence turning and running S47°-44'-22"E by land now or formerly of Budding Realty Corporation and by land now or formerly of the Boston Redevelopment Authority one hundred seventeen and thirty hundredths (117.30) feet to a point, said point being on the Northerly side line of an existing passageway five and no hundredths (5.00) feet in width;

Thence turning and running S69°-43'-40"W by said side line of the existing passageway adjacent to land now or formerly of Margaret Galvin, to land now or formerly of Edward Shebazz, to land now or formerly of Wilfred H. and Marthe Croteau, to land now or formerly of Domenic and Pauline Fizziferri and to land now or formerly of Ernest J. Ames one hundred eleven and forty-two hundredths (111.42) feet to a point;

Thence turning and running S20°-39'-05"E by the Westerly side line of the existing passageway and by land now or formerly of said Ernest J. Ames seventy-two and fifty hundredths (72.50) feet to a point on the Northerly side line of Warren Avenue;

Thence turning and running S69°-43'-40"W by said Northerly side line of Warren Avenue one hundred forty-six and forty-three hundredths (146.43) feet to the point of beginning.

Containing a total of twenty-four thousand eight hundred thirty-three (24,833) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels R-2, R-3, RC-1, RC-7, RC-3a, RC-3b, and RC-3c, South End Urban Renewal Area, Project Mass. R-53" by Charles A. Maguire and Associates, Boston, Mass., dated June, 1969.

Parcel E-3 on said plan by Charles A. Manuire and Associates, containing a total area of twenty-four thousand eight hundred thirty-three (24,833) square feet, more or less.

METES AND BOUNDS DESCRIPTION

PARCEL E-3

Beginning at the point of intersection of the Easterly side line of West Madison Street and the Northerly side line of Public Alley Number 537;

Thence running N47°-46'-43"W by said Easterly side line of West Madison Street twenty and no hundredths (20.00) feet to a point, said point being the Southwesterly corner of land now or formerly of Bertram Clements;

Thence turning and running N47°-46'-43"E by land now or formerly of said Bertram Clements one hundred five and no hundredths (105.00) feet to a point on the Westerly side line of Alley Number 540 (Owner Unknown), said point being the Southeastly corner of land now or formerly of said Bertram Clements;

Thence turning and running S47°-46'-43"E by said Westerly side line of Alley Number 540 (Owner Unknown) twenty and no hundredths (20.00) feet to a point, said point being the point of intersection of said Westerly side line of Alley Number 540 (Owner Unknown) and the Northerly side line of Public Alley Number 539;

Thence turning and running S47°-46'-43"W by said Northerly side line of Public Alley Number 539 one hundred five and no hundredths (105.00) feet to the point of beginning.

Containing a total of two thousand one hundred (2,100) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels E-2, E-3, EC-1, EC-2, EC-3a, EC-3b, and EC-3c, South End Urban Renewal Area, Project Map, C-35" by Charles A. Manuire and Associates, Boston, Mass., dated June, 1967.

Meaning and intending to convey, and hereby conveying all that land shown as Parcel E-3 on said plan by Charles A. Manuire and Associates, containing a total area of two thousand one hundred (2,100) square feet, more or less.

Boston Redevelopment Authority

METES AND BOUNDS DESCRIPTION
PARCEL RC-3c

Beginning at the point of intersection of the Easterly side line of West Newton Street and the Northerly side line of Public Alley Number 537;

Thence running N47°-46'-45"W by said Easterly side line of West Newton Street twenty and no hundredths (20.00) feet to a point, said point being the Southwesterly corner of land now or formerly of Bertram Clements;

--- ---Thence turning and running N42°-15'-07"E by land now or formerly of said Bertram Clements one hundred five and no hundredths (105.00) feet to a point on the Westerly side line of Alley Number 540 (Owner Unknown), said point being the Southeasterly corner of land now or formerly of said Bertram Clements;

Thence turning and running S47°-46'-45"E by said Westerly side line of Alley Number 540 (Owner Unknown) twenty and no hundredths (20.00) feet to a point, said point being the point of intersection of said Westerly side line of Alley Number 540 (Owner Unknown) and the Northerly side line of Public Alley Number 537;

Thence turning and running S42°-15'-07"W by said Northerly side line of Public Alley Number 537 one hundred five and no hundredths (105.00) feet to the point of beginning.

Containing a total of two thousand one hundred (2,100) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels R-2, R-3, RC-1, RC-2, RC-3a, RC-3b, and RC-3c, South End Urban Renewal Area, Project Mass. R-55" by Charles A. Maguire and Associates, Boston, Mass., dated June, 1969.

Meaning and Intending to convey, and hereby conveying all that land shown as Parcel RC-3c on said plan by Charles A. Maguire and Associates, containing a total area of two thousand one hundred (2,100) square feet, more or less.

EXHIBIT C

The G.L. c. 121A excise liabilities assessed against 375, 405, 430 and 465 Columbus Avenue are listed below; showing the year in which the tax was assessed, amount of tax, interest, penalty and total amount due as of October 20, 1984.

<u>Year</u>	<u>Tax</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total due</u> <u>(10/20/84)</u>
1972	\$70,812.00	\$92,099.83	\$22,249.36	\$ 185,161.19
<u>Additional</u> <u>Assessment</u>				
1972	9,228.66	10,746.34	2,309.17	22,284.17
1973	77,545.48	115,172.25	40,305.72	235,023.44
1974	79,545.48	107,770.75	40,429.01	227,745.24
1977	102,272.76	89,414.03	25,843.77	217,530.56
1978	102,272.76	80,615.18	25,667.35	208,555.39
1979	102,272.76	72,606.21	25,746.61	200,625.58
1980	110,279.88	66,804.18	25,020.82	202,104.88
1981	93,376.00	48,990.30	20,575.22	162,941.52
1982	49,000.00	11,772.74	4,978.68	65,751.42
1983	38,325.45	3,779.66	1,341.39	43,446.50
Totals	834,931.23	699,771.47	234,467.10	1,769,169.80

The amount to be applied to the total excise liabilities is \$610,000. The amount not collected and, therefore, to be abated is \$1,159,169.80.

EXHIBIT D

The reasons for the settlement of the excise liabilities listed in exhibit B are as follows:

1. The Columbus Ave Housing project is a heavily subsidized low and moderate income housing project in the South End of Boston which contains 149 residential units.
2. The proposed settlement is part of an overall plan to transfer ownership of these residential units to the tenants.
3. Subsequent to transfer, H.U.D. has committed itself to an annual subsidy of \$818,000 for fifteen years for these residential housing units in the form of section 8 housing payments.
4. This section of Boston is in critically short supply of low and moderate income housing.
5. The present tenants at this project have been long term residents of the project.
6. As a low income housing project, there is no market for this property.
7. It is not feasible to consider this property on any other basis than as subsidized low to moderate income housing.
8. This housing project property is the only source for the collection of this excise.